

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING AN AMOUNT NOT TO EXCEED \$490,000.00 FOR THE PURCHASE AND RENOVATION OF PROPERTY FOR THE NORTH LITTLE ROCK POLICE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, parking facilities have been greatly reduced at the North Little Rock Police and Courts Building on Pershing with the construction of new facilities at the adjacent North Little Rock High School West Campus; and

WHEREAS, the City of North Little Rock ("the City") has investigated its options, and feels that relocation of its investigation division offices (which are located adjacent to the Police and Courts Building) is the best plan to provide the needed parking space for employees and visitors as well as moving the investigation division to new offices that will provide a better organized, efficient and cost-saving work environment; and

WHEREAS, the Girl Scouts Diamonds of Arkansas, Oklahoma and Texas ("Girl Scouts") has offered to sell its property located at 615 West 29th Street to the City, and the City desires to purchase the same, for the amount of \$420,000.00 as evidenced by the proposed Offer & Acceptance attached hereto as Exhibit "A"; and

WHEREAS, the North Little Rock Police Department ("NLRPD") believes that its investigation department could be moved to the 615 West 29th Street location and its current location demolished at an estimated cost of \$70,000 to provide much-needed parking for its employees and visitors; and

WHEREAS, the Public Building Authority ("PBA") has examined the proposed acquisition of the subject property and agreed to exercise its statutory authority to acquire, improve, finance, and otherwise exercise its authority over the subject property as a PBA project as soon as practicable but no later than the end of this fiscal cycle; and

WHEREAS, pending the completion of financing, it is necessary for the City to provide an appropriation of an amount not to exceed \$490,000.00 for the limited purpose of purchasing the subject property at 615 West 29th Street, and related costs, with said funds to be repaid to the City by the PBA as soon as practicable but no later than the end of this fiscal cycle.

WHEREAS, the City has sufficient funds to facilitate purchase of the subject property by providing an additional appropriation in an amount not to exceed \$490,000.00, with said funds being repaid as soon as practicable but no later than the end of this fiscal cycle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That an amount not to exceed Four Hundred Ninety Thousand & 00/100 Dollars (\$490,000.00) is hereby appropriated from the General Fund for acquisition of certain property located at 615 West 29th Street in North Little Rock, Arkansas, from the Girl Scouts Diamonds of Arkansas, Oklahoma and Texas, and costs related thereto.

SECTION 2: That the PBA shall reimburse the City for all such funds received under the authority of this resolution as soon as practicable but no later than the end of this fiscal cycle.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:



Mayor Joe A. Smith

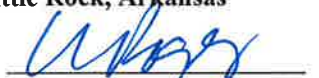
Diane Whitbey, City Clerk

APPROVED AS TO FORM:



C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	1127	A.M.		P.M.
By	Deputy Atty. Fleming			
DATE	1-20-15			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY				



COLDWELL BANKER COMMERCIAL
HATHAWAY GROUP
2100 Riverdale, Suite 100 Little Rock, AR 72202
PO Box 3730 Little Rock, AR 72203-3730
501.663.5400 or Fax 501.663.5408
www.hathawaygroup.com

OFFER & ACCEPTANCE

1. **BUYER & SELLER:** The City of North Little Rock, Arkansas, hereinafter referred to as "Buyer," offers to buy, subject to the terms set forth herein, the below described property from Girl Scouts Diamonds of Arkansas, Oklahoma, and Texas, hereinafter referred to as "Seller."
2. **PROPERTY DESCRIBED AS:** Lot 14, Block 26, Military Heights Renewal Addition, City of North Little Rock, Pulaski County, Arkansas, commonly known as 615 West 29th Street, North Little Rock, AR.
3. **PURCHASE PRICE:** The Buyer will pay \$420,000 for the property, payable in cash at closing.
4. **SPECIAL CONDITIONS:** Buyer's Offer is conditioned upon satisfaction of the Special Conditions attached hereto on Exhibit A.
5. **EARNEST MONEY:** Within three (3) business days after acceptance, Buyer shall deliver a check in the amount of \$3,000.00, to be deposited as earnest money which shall apply to purchase price or closing costs. Earnest money shall be held in escrow by Listing Agent Firm or by an escrow agent mutually acceptable to Buyer and Seller. If title requirements are not fulfilled, or if those Special Conditions providing for an earnest money refund are not satisfied, the earnest money deposit shall be refunded to Buyer. If Buyer fails to fulfill his obligations or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the earnest money and assert all legal or equitable rights which may exist as a result of Buyer's breach of contract.
6. **CONVEYANCE:** Conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the property.
7. **TITLE INSURANCE:** Within fourteen (14) days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the purchase price issued by a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer. Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer's use or adversely affect the value of the premises, then within seven (7) days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within seven (7) days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such seven (7) day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then, within three (3) days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- a) Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- b) Purchase the premises subject to such objections and exceptions with no reduction in the purchase price; or
- c) Agree to extend the closing date for thirty (30) days, to give Seller additional time to cure such objections.

If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and this condition shall be satisfied.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing, and shall pay all expenses related to the owner's title insurance policy.

8. **PRORATIONS:** Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, utilities, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.
9. **CLOSING:** Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than January 15, 2015, unless such requirement is waived in writing by both parties and a new date substituted therefor. Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below:

Seller:

- Title examination or search fees,
- Premium for owner's title insurance policy,
- IRS notification form,
- Preparation of conveyance documents,
- One-half of escrow fees,
- One-half of documentary stamps,
- Other charges as customarily paid by Seller.

Buyer:

- Premium for mortgagee's title insurance policy,
- Recording fees,
- Preparation of loan documents,
- One-half of escrow fees,
- One-half of documentary stamps,
- Other charges customarily paid by Buyer.

10. **POSSESSION:** Possession shall be delivered to Buyer upon the closing date, subject to the rental arrangement provided for in Special Condition #5.



11. ATTACHED FIXTURES AND EQUIPMENT: Unless specifically excluded herein, all attached fixtures and equipment, if any, are included in the purchase price.
12. INSPECTIONS AND REPAIRS: Buyer certifies that Buyer has inspected or will inspect the property and is not relying upon any warranties, representations or statements of any agent or Seller as to age or condition of improvements, other than those specified herein.
13. RISK OF LOSS: If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of the Buyer, be null and void. If Buyer shall elect, in the event of such loss, that the contract shall be performed, he shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.
14. MISCELLANEOUS:
- a) This Offer and Acceptance shall be governed by the laws of the State of Arkansas.
 - b) This Offer and Acceptance, including all exhibits, contains the complete agreement between the parties and cannot be varied except by written agreement by the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
 - c) Any portion of this Offer and Acceptance not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.
 - d) This Offer and Acceptance shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.
 - e) Time is of the essence with respect to this Offer and Acceptance.
15. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Offer and Acceptance is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
16. AGENCY: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all sales associates with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, disclosed that the Selling Agent Firm represents the Seller.
17. EXPIRATION OF OFFER: This offer shall expire unless accepted in writing by Seller before 5:00 p.m. on November 13, 2014.

SELLING AGENT FIRM:
CBC Hathaway Group

BUYER:
City of North Little Rock, Arkansas

Agent

By:

Date

Supervising Broker

The above offer is accepted _____, 2014 at _____ AM/PM. Seller agrees to pay to Listing Agent Firm at closing the brokerage fee as set forth in the Exclusive Listing Agreement between Listing Agent Firm and Seller. If for any reason the earnest money provided for herein is forfeited by Buyer under the provisions hereof, same shall be divided equally between Seller and Listing Agent Firm.

LISTING AGENT FIRM:
CBC Hathaway Group

SELLER:
Girl Scouts Diamonds of Arkansas, Oklahoma, and Texas

Agent

By:

Date

Supervising Broker

Date

EXHIBIT A
SPECIAL CONDITIONS

1. Survey. Within thirty (30) days after acceptance, Buyer shall obtain at Buyer's expense, and provide a copy thereof to Seller, a current survey of the property, prepared by a Registered Land Surveyor, showing boundaries, dimensions, easements, improvements, encroachments, legal description, and the surveyor's certification.
2. Inspection. Buyer shall have thirty (30) days after acceptance to inspect the property (including but not limited to the following items: roof, foundation, parking lots, heating and air conditioning systems, plumbing systems, and electrical systems) to satisfy itself that the property is in acceptable condition. If Buyer fails to remove this condition in writing within thirty (30) days after acceptance, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.
3. Financing. Buyer shall have thirty (30) days after acceptance to make satisfactory arrangements for Buyer's financing of the Purchase Price. If Buyer fails to remove this condition in writing within thirty (30) days after acceptance, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.
4. Buyer's Approvals. Buyer shall have thirty (30) days after acceptance to obtain the approval of this transaction from the North Little Rock City Council and from the North Little Rock Public Building Authority. If Buyer fails to remove this condition in writing within thirty (30) days after acceptance, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.
5. Seller's Post-Closing Occupancy. Buyer and Seller hereby agree that Seller shall be allowed to remain in possession and use of the Property after closing, as Buyer's tenant, under the following terms and conditions:
 - a. Seller may occupy the Property through April 30, 2015 and may discontinue the occupancy at any time prior to April 30, 2015 with written notice to Buyer and with rent and utilities to be prorated accordingly.
 - b. Seller shall continue to be responsible for and pay for the maintenance and repair of the Property during its time of occupancy.
 - c. Seller shall keep the utilities in Seller's name and continue to pay all utility bills applicable to the time period of Seller's occupancy.
 - d. Seller shall pay rent to Buyer at the rate of \$2,000 per month during Seller's occupancy.